

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

Request for Proposals # 2019-005



Performance-based Transit Services

Operations and Maintenance

January 4, 2019

Proposal Receipt Deadline: March 15, 2019 at 4:45 PM CDT

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1. Purpose and Background

1.1. Purpose of the Procurement

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals from qualified proposers for the provision of performance-based transit Operations and Maintenance (O&M) services with regard to the public transit system of the City of New Orleans. The New Orleans Regional Transit Authority (RTA) is seeking to engage a qualified Contractor, or a joint venture of qualified Contractors, to provide the day-to-day O&M services across four transit modes, including buses, streetcars, ferries, and paratransit.

The RTA is launching an international tender to select a contract operator with a proven record of accomplishment, expertise and experience in transportation operations, implementation of planning policy, and strategic deployment of resources, as well as a creative sense for how to improve service and grow ridership. The selected proposer will be responsible for the provision of public transit in New Orleans and surrounding communities.

1.2. Background

The RTA in New Orleans, created in 1983 by the Louisiana Legislature, is a political subdivision of the state. It is governed by a Board of Commissioners, composed of eight appointed representatives from Orleans and Jefferson Parish and the City of Kenner, and managed by an Executive Director (for which an executive search is currently underway) and small staff. Currently, a private operator under contract to the RTA supplies and manages all labor related to the finances, operations, and maintenance of the transit service, while the vehicles and maintenance facilities are owned by the RTA.

The RTA serves over 18,000,000 bus, streetcar, ferry, and para-transit passengers annually and provides service on 38 fixed bus and streetcar routes as well as two ferry routes on the Mississippi River. Ridership growth for the system has been substantial – recently averaging 12% per year – and the city requires a transit system of a size and sophistication required to serve it.

To define an aspirational vision for what the Board of Commissioners and community want transit to be, in the fall of 2017, the RTA completed its first ever Strategic Mobility Plan.

Currently, all administration, operations, and maintenance for the system are provided through a delegated management contract with Transdev Transportation Services, Inc. (Transdev), which has approximately 550 employees at the RTA. Transdev employees include bus, streetcar, and paratransit operators, maintenance workers, and the following eleven senior managers: general manager, chief financial officer, chief operating officer, chief investment officer, and the directors of marketing, human resources, procurement, infrastructure, paratransit, planning, and scheduling. The vehicle operators are represented by the Amalgamated Transit Union while the streetcar electricians are represented by the International Brotherhood of Electrical Workers. Some administrative staff are also union members.

With its current delegated management contract expiring in August 2019, the RTA is looking for an experienced transit management and operations company to help it deliver its services. For this

procurement, the RTA is moving to a hybrid management structure where operations and maintenance services are contracted while management and administration will be brought in-house to be the responsibility of the RTA. The RTA Board of Commissioners continues to implement a robust capital plan that will include investment in expanded bus service, potential expansion of its streetcar lines, and the building/rebuilding of other facilities.

Current Operating Information, the Management Structure Advisory Study, and links to RTA's FTA Agency Profile can be found on the Regional Transit Authority Operations and Maintenance Contract Procurement Website at www.driveRTAforward.com.

2. Scope of Services, Period of Performance and Compensation

2.1. Scope of Services

The selected proposer shall perform all day-to-day operational, maintenance and other support functions, and associated managerial and administrative duties, as delineated in Appendix 1: Draft Operations and Maintenance Agreement. This RFP, its Appendices, and www.drivertafoward.com provide further various considerations, including but not limited to: the ongoing services provided by the RTA; descriptions of fleet, status, and maintenance condition; description of facilities; description of electronic systems used by the RTA; and transition requirements. It shall be required that the successful proposer retain all current employees as part of the transition process, with some exceptions, in accordance with Draft Operations and Maintenance Agreement, Section 9. It is expected that the successful proposer will be compensated for their successful performance under the payment mechanism delineated in Appendix 1: Draft Operations and Maintenance Agreement.

2.2. Period of Performance

2.2.1. Initial Term

The initial term of the contract shall be three (3) years. The RTA Board of Commissioners shall annually evaluate the Contractor's performance in conformance with the scope of services described in the Agreement. The RTA Board of Commissioners reserves the right to terminate the contract as described in the Agreement.

2.2.2. Option to Extend

The RTA Board of Commissioners will reserve the right to exercise options to extend the contract for two consecutive three (3) year terms, at its sole discretion.

2.3. Compensation

Compensation shall be in the form of a monthly payment, consisting of fixed and variable components, adjusted for aggregate incentives and deductions, as well as an annual utility adjustment. It is further elaborated in Appendix 1: Draft Operations and Maintenance Agreement.

The proposers shall provide pricing proposals for the transition costs and the initial term, as well as options to extend.

3. Instructions to Proposers

3.1. Proposal Submission

Submission of a proposal shall constitute acceptance by the proposer of all terms and conditions of this RFP, the Draft Operations and Maintenance Agreement found in Appendix 1, and acknowledgement and familiarization with all remaining Appendices, aside from the exceptions requested by the proposer. All parts of the submitted Proposal may become part of any subsequent contract between the selected proposer and the RTA.

All Proposals including the original and the required number of copies shall be sealed and submitted in hardcopy format. They shall be addressed to:

**Ms. Deslie Isidore
Contracting Officer
2817 Canal St.
New Orleans, LA 70119**

All submittals must be received by the RTA no later than **4:45 p.m. CDT, on March 15, 2019**. Proposals will be received at the office of the RTA at the above address and time-stamped upon receipt. Proposals timed stamped 4:46 p.m. or later will be considered late and will not be considered for award. Each proposal shall be in the form specified in the Submittal Requirements sections of this Request for Proposals and shall be in a sealed package with the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Proposals marked on the outside of the package. They shall include one (1) original signed in ink by a duly authorized officer of the proposer and five (5) copies and shall be submitted to the Regional Transit Authority's Office of Ms. Deslie Isidore at the RTA's address specified above. All proposals must also be accompanied by a USB drive containing the proposal response as provided in the paper submittal and be in a PDF format.

3.1.1. Proposal Format

All proposals shall be 8½" x 11" in size, three-hole punched in a binder. The proposals shall be typed single space with size 12 font. Page limits are specified in the Submittal Requirements section below. Excess pages will not be considered by the RTA.

3.2. Schedule

The table below shows the procurement schedule

Period	Date
Notice of Upcoming Procurement Issue Date	November 30, 2018
RFP Release	January 4, 2019
Pre-proposal Conference	January 14, 2019
Facilities Tour	January 15, 2019
Question Submittal Deadline	January 21, 2019
Q&A Responses Issue Date	February 1, 2019
Intent to Propose Forms Due	February 7, 2019
Proposals Due/RFP Due Date	March 15, 2019
Evaluation and Scoring Period	March 18 – April 5, 2019
Notice to Proposers within Competitive Range (<i>if established</i>)	April 8, 2019
Interviews with Proposers within Competitive Range (<i>if conducted</i>)	April 15 – 19, 2019
Request for Best and Final Offer (BAFO) (<i>if needed</i>)	April 23, 2019
BAFOs Due (<i>if requested</i>)	April 30, 2019
Evaluation of BAFOs	April 30 – May 10, 2019
Final Approval and Notice of Award	May 28, 2019 During NORTA Board Meeting
Finalization of Terms and Execution Date	May 28 – June 7, 2019
Transition Start	June 18, 2019
Transition End	August 31, 2019
Commencement of Service	September 1, 2019

RTA reserves the right to amend this schedule at its sole discretion.

3.3. Pre-proposal Conference, Facility Tour, Procurement Website, Questions, Clarifications

A non-mandatory Pre-proposal Conference will be held on January 14, 2019 at 2:00 PM CST at RTA Headquarters, 2817 Canal St., New Orleans, LA. The RTA recommends attendance to this conference to obtain any further clarification or updated status of the procurement. Following the conclusion of the Pre-proposal Conference, and upon execution of a required non-disclosure agreement, Prospective Proposers will be given the opportunity to have a private viewing of the RTA System Safety Program Plan/RTA Safety Plan.

The following day, on January 15, 2019 from 8:00 AM CST to 6:00 PM CST, Prospective Proposers will be offered a Facility Tour including the Main Office, as well as Bus, Streetcar, and Ferry facilities. Prospective Proposers should arrive at RTA Headquarters, 2817 Canal St., prior to the 8:00 AM start.

A dedicated website with procurement documents has been established at www.driveRTAforward.com. Prospective Proposers are encouraged to email driveRTAforward@norta.com to be added to a mailing list to receive notifications of updates.

All questions or request for clarifications must be submitted by email only to driveRTAforward@norta.com no later than January 21, 2019 at 4:00 P.M. CST. The RTA will not respond to questions or request for clarifications after this date.

For the purposes of communication distribution, Prospective Proposers are encouraged to complete and forward the form from Appendix 7 describing their Intent to Propose, by February 7, 2019.

3.4. Addenda and Amendments

Notification of Addenda regarding this RFP will be by way of email to persons requesting notification. Addenda will be made available on the Procurement Website at www.driveRTAforward.com. The RTA will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given concerning this RFP.

If it becomes necessary to revise or amend any part of this RFP, notice will be issued by the RTA (driveRTAforward@norta.com) to those who attended the Pre-proposal conference or emailed requesting notifications. Each proposer should ensure that they have reviewed the dedicated website before submitting their proposal.

3.5. DBE Requirements

The RTA has established a Disadvantaged Business Enterprise (DBE) goal of 31.4% for this Operations and Maintenance Agreement. Each proposer is required to demonstrate that it will either achieve that level of DBE participation or document satisfactory good faith efforts toward achieving that level of DBE participation. Proposer shall review Appendix 4 and submit all applicable forms. Each proposer is required to provide:

- (a) The names and addresses of DBE firms that will participate in the contract;
- (b) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
- (c) The dollar amount of the participation of each DBE firm participating;
- (d) Written documentation of the proposer's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (e) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the proposer's commitment; and
- (f) If the contract goal is not met, evidence of good faith efforts (see Appendix 4). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the proposer when a non-DBE subcontractor was selected over a DBE for work on the contract.

For purposes of determining whether a proposer has undertaken satisfactory good faith efforts, the RTA will be guided by the U.S. Department of Transportation guidance set forth in the Appendix A of 49 Code of Federal Regulations Part 26.

4. Submittal Requirements

Proposers are required to submit three volumes: one presenting all required background information requested in Volume 1 below, another describing their technical response in Volume 2, and a final describing their financial submission and price form in Volume 3.

4.1. Volume 1 - Pre-qualifications Submittal Volume

Each proposer shall submit a Pre-qualifications Submittal volume that includes all the required background information, qualifications, certifications, and information requested below. The Pre-qualifications Submittal will be evaluated on a pass/fail basis as part of the RTA's determination of the technical acceptability and responsiveness of the Proposal, the responsibility of the proposer, and the proposer's satisfaction of the basic qualifications to perform the services. Volume 1 shall have no page limits.

4.1.1. Proposal Letter

Each proposer shall submit the Proposal Letter using the form in the Appendix 5 (without alterations), signed by an authorized representative of the proposer.

4.1.2. Evidence of Good Standing and Authorized Execution

The proposer shall provide evidence that it is in good standing in the State of its incorporation/organization and that it is qualified to do business in the State of Louisiana and possesses

the needed licenses and certifications. If the proposer is a joint venture or partnership, such evidence shall also be provided for all joint venture or partnership members.

If the proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body that it is authorized to submit the Proposal and enter into and bind the proposer to the Contract. If the proposer is a joint venture or partnership, it shall provide such evidence in the form of a resolution by each joint venture member or general partner.

If the proposer is a joint venture:

- (a) it shall also include a power of attorney executed by each joint venture member evidencing the capacity of the person signing the Proposal to bind the proposer (and the other joint venture members) to the Proposal and the Contract; and
- (b) each of the joint venture members shall also affirmatively state in the Proposal that they will be, if awarded the Contract, jointly and severally liable for performance of all the Contractor's obligations under the Contract. In the case of a joint venture, the person with power of attorney to sign the Proposal should execute the required certifications.

Each proposer must identify a designated contact(s) who is authorized to negotiate on its behalf with the RTA in connection with this RFP, these services and project, and the Contract (including the price), and to bind the proposer on all matters relating to the RFP and the Contract. The individual(s) will be identified in the proposer's Proposal Letter.

[**4.1.3. Federal Requirements, Certifications, Plans, and Programs**](#)

Each proposer shall provide the following certifications, each of which must be executed by a duly authorized officer or representative of the proposer. The following plans and programs are required as part of the Pre-qualifications Submittal Volume 1 – some plans, as indicated below, will also be reviewed as part of the technical evaluation, but remain outside of the Volume 2 page limit.

[***4.1.3.1. Disadvantaged Business Enterprise \(DBE\) Information***](#)

Each proposer shall fill out and submit the forms required under Appendix 4: DBE Program and Forms.

[***4.1.3.2. Non-Collusion Certification***](#)

Each proposer must sign and submit the Affidavit of Non-Collusion set forth in Appendix 3.

[***4.1.3.3. Debarred Bidders' List Information***](#)

Each proposer must provide a certification addressing the debarment and suspension status of the proposer and any of its principals, joint venture members, and major subcontractors regarding projects listed in the Technical Volume, as set forth in Appendix 3.

[***4.1.3.4. Certification of Restrictions on Lobbying***](#)

Each proposer must sign and submit the Certificate of Restrictions on Lobbying in Appendix 3.

4.1.3.5. Drug and Alcohol Policy

Each proposer shall provide its drug and alcohol policy, which must be in compliance with FTA/Department of Transportation regulations. This policy will also be reviewed as part of the technical evaluation but remains outside of the Volume 2 page limit.

4.1.3.6. EEO/Affirmative Action Plan

Each proposer shall provide an Equal Employment Opportunity Program, including an Affirmative Action Plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans.

4.1.3.7. System Safety Program Plan/ Safety Plan

Each proposer shall provide a System Safety Program Plan/ Safety Plan that complies with all applicable Federal regulations of the Occupational Health and Safety Administration, Department of Homeland Security, Department of Transportation, and any other applicable Federal, state or local safety/security laws, regulations, rules, codes, or orders. This program should specifically address the safety, security and emergency preparedness of employees, passengers, and assets, and should also include:

- a) A plan for operational safety (with and without passengers aboard), traffic safety, accident reduction and prevention, accident remediation, crime prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities.
- b) A step-by-step description of the accident investigation process, accident notification communication tree, customer injury claim process, and follow-up process proposed for this site.
- c) A description of the proposed emergency management procedures, including field and table-top training, exercises, and a service recovery plan.
- d) An identification of the staff position dedicated to system security; emergency preparedness; implementation strategies for security awareness; and implementation of Homeland Security requirements.
- e) A plan for monitoring access to the Facilities and for the secure distribution and tracking of Facility keys, identification badges, alarm codes and parking permits.
- f) A plan for providing passengers and others important safety, security and emergency preparedness information to include transit system safety, transit system security, and transit system emergency preparedness.
- g) An annual plan for the training and education of staff in transit safety, transit security and transit system emergency preparedness.

This program will also be reviewed as part of the technical evaluation but remains outside of the Volume 2 page limit.

4.1.4. Performance Bond and Insurance

Each proposer shall provide evidence of its capacity to obtain the performance bond required under the Contract, in the form of a letter from a qualified surety with an A.M. Best rating of A or better and authorized to do business in the State of Louisiana, and evidence of its capacity to provide the insurance

required under the Contract, in the form of a letter from a qualified insurance provider or broker with an A.M. Best rating of A or better and qualified to do business in the State of Louisiana. These letters must reference the specific bonding or insurance requirements, as applicable, which are set forth in the Appendix 1: Draft Operations and Maintenance Agreement. General statements endorsing the proposer or referencing the proposer's good business or financial record are not sufficient.

4.1.5. Proposal Security

Each proposer shall provide proposal security in the form of an irrevocable letter of credit made payable to the RTA in the amount of one hundred thousand dollars (\$100,000) in the form provided in Appendix 7. The RTA may reject any Proposal that does not include the proposal security in this form.

All proposal securities except those of the selected proposer will be returned within five (5) business days following execution of the Contract.

4.1.6. Exceptions

Proposers shall list in Volume 1 any exceptions to the conditions of this RFP, including the Appendix 1: Draft Operations and Maintenance Agreement. If no exceptions are stated, it is understood and agreed that the proposer agrees to fully comply with all terms of the RFP and the Contract, without exception. The RTA will not consider any changes or additions to the Draft Operations and Maintenance Agreement unless those changes and additions are raised as exceptions in a proposer's Proposal. ANY EXCEPTIONS MAY (INDIVIDUALLY OR COLLECTIVELY) BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION OF THE PROPOSAL AND/OR A DETERMINATION THAT THE PROPOSER DOES NOT SATISFY THE PRE-QUALIFICATIONS REQUIREMENTS. Determination that an exception is material shall be in the sole discretion of the RTA. In addition, the nature and extent of exceptions taken will be considered by the RTA in the evaluation process under Section 5 of this RFP.

4.1.7. Financial Information

Each proposer shall provide a copy of the audited financial statements (including balance sheet and income statements) of the proposer for the last three (3) years, together with the financial statements of any parent or affiliated company of the proposer for the same three (3)-year period. The financial statement must set forth the financial status of the entity or business unit that will perform the services to be provided under this RFP. If an audited financial statement is not available, the proposer may provide a certified financial statement signed and authenticated by its Chief Financial Officer. If the proposer is a joint venture or partnership, audited financial statements should be provided for each joint venture member or general partner.

If a proposer relies on the financial statements of a parent corporation to establish its financial viability, or if a proposer is a wholly owned subsidiary and does not have financial statements, the RTA will require that parent corporation to execute a written parent guarantee of the performance of its subsidiary (the proposer).

The proposer shall also disclose any planned or proposed acquisition by or of another entity or any planned or proposed merger with another entity, and any adverse financial information or condition

(including bankruptcy or insolvency) that arose in the 3-year period prior to the period covered by the financial statements submitted or is otherwise not fully reflected in those financial statements.

4.2. Volume 2 - Technical Volume

The technical volume should include the sections outlined below. The page limit is 50 pages.

4.2.1. Introduction and Firm Overview

If the proposer is a standalone entity with a track record of operating and maintaining transit systems, they shall provide its understanding of the project, its familiarity across the four modes, an overview of the firm, industry awards and certifications, and the regions it operates in.

If the proposer is a joint venture or a partnership without a track record of operating and maintaining transit systems, they shall provide its unified understanding of the project, the familiarity with the four modes across its member firms, an overview of the member firms, industry awards and certifications, and the regions member firms operate in.

4.2.2. Project Track Record

Proposers shall provide a list of all similar assignments they are or have performed within the last five (5) years and provide any reason for cancellation. Information on each assignment should be provided in a table format and include the following:

- Date contract of service began and ended or if still operating indicate such
- Description of services performed
- Years services were performed
- Name, title, address, current telephone and email address if possible of references who were in a direct oversight or managerial role
- Total fixed dollar value of contract

Each proposer shall include the information set forth below as applicable for each past performance, activities, and projects. If the proposer is a joint venture or partnership, the information should be submitted for each joint venture member or general partner. The information shall cover the five (5) year period prior to the required submittal date for the Proposal.

1. Information concerning any instance of where the proposer was debarred, disqualified, or removed from a Federal, state, or local government public transportation project.
2. Any instance where the proposer submitted a bid or Proposal on a public transportation project and were found by an awarding body not to be a responsible bidder or proposer.
3. Any instance where the proposer was terminated for default or otherwise defaulted on a public transportation contract, or any instance in which the proposer's work was completed by a surety.
4. Information concerning the bankruptcy, receivership or insolvency of the proposer.
5. Information concerning all claims, disputes, arbitrations, and lawsuits (including any settlement thereof) between a public entity (e.g., a transit agency, State, or unit of State or local government)

and the proposer in which the claim, settlement, or judgment exceeds Two Hundred Thousand Dollars (\$200,000) covering the past five years.

4.2.3. Case Studies on Key Firm Qualifications

Provide up to three (3) detailed qualifications from the above list that demonstrate ability to perform the performance-based services requested under this solicitation. Firm qualifications should include:

- Relevance of qualification to this engagement
- Innovative approaches and methodologies employed to solve specific problems
- Nature of contract, and its performance-based feature(s)
- Years services were performed
- Technologies and methods used to improve customer service, control costs
- Workforce retention and labor relations

4.2.4. Team and Staffing Overview

Describe your staffing plan including how your management team will achieve service delivery goals. This plan must be in compliance with the labor provisions in Appendix 1: Draft Operations and Maintenance Agreement. Describe your approach to hiring, training, promoting, and retaining employees, evaluating and disciplining employees to maintain and grow a quality and diverse workforce. Please provide samples of any forms or documents used.

Additionally, provide an overview of the proposed team and Key Personnel. Key Personnel shall include:

1. General Manager
2. Performance and Reporting Manager
3. Operations and Safety Manager
4. Maintenance Manager
5. Customer Service Manager

Provide a full resume and biography for at least the Key Personnel, including at least two business references, with contact telephone number, education, qualifications, background and availability of the proposed candidate. Candidates proposed for any Key Personnel position must be able to demonstrate at least five (5) years of responsible transit management experience in a position of comparable responsibility. The proposed Key Personnel candidates must be available to attend the proposal interview. It must be evident that the General Manager demonstrates not only strong leadership skills but also has the ability to deal with conflict.

Provide a commitment that the Key Personnel identified in the Proposal shall be present during the transition and at the start-up of work under the Contract, as well as during the initial term of the Contract. RTA will reserve the right of prior approval for any changes to management staff throughout the term of this Contract.

4.2.5. Transition Plan

Submit a detailed transition and start-up plan that will allow the RTA to effectively evaluate the procedures to be utilized by the proposer in implementing the transition of services from the current model of operation. Describe your approach to planning, transitioning, start up and operations of the RTA from the existing organizational structure in place. Explain in detail how such a transition will be accomplished, including a schedule, and the means that will be employed to assure that no disruption of safe, reliable and customer-oriented service will occur. The transition plan shall address issues not only from an operations standpoint, but also must also address how labor issues will be handled during the transition, including compliance with the personnel and hiring requirements of the Contract.

4.2.6. Technical Approach

Describe how the proposer intends to execute under the terms of the performance-based contract.

1. Provide a proposed detailed organization chart showing the reporting relationships among and between, key personnel, staff, departments, any of the Company/ Board of Directors or other superior reporting bodies.
2. Describe your approach to Strategic and day-to-day management of the transit modes to achieve effective service delivery.
3. Describe your approach to financial accounting, budgeting and reporting, and the effective use of Business Process IT systems. Keep in mind that:
 - a. RTA must have access to **all** data from the Contractor at all times.
 - b. Contractor must use RTA Maintenance application for inventory.
 - c. Contractor must use RTA issued email system for communication.
 - d. Contractor cannot have network servers connected to RTA infrastructure. Only connections via remote access will be permitted.
 - e. RTA will need to retain copies of all maintenance records. Currently we are using RTA (Ron Turley & Associates) Fleet Management Software to contain all information and maintenance records for our facility.
 - f. All information must be entered into our supplied maintenance system. If the Contractor has its own maintenance application, the information would have to be duplicated.
 - g. Contractor must use RTA system (TKD) Time Keeping and Dispatch to maintain driver assignments and dispatching.
 - h. RTA IT will maintain all RTA owned computers and infrastructure.
4. Describe your approach to service operations for the bus, streetcar, ferry and para-transit fleet and methods used to achieve service delivery targets, and passenger security while minimizing extra board requirements.
5. Describe your approach - including staffing strategy - to assure coordination with and adherence to RTA's Capital Program requirements, including scheduling for planned and unplanned capital projects administered by the RTA.

6. Describe your approach - including staffing strategy - for service planning and scheduling and utilization of available resources, processes, IT systems and service planning data to optimize scheduling.
7. Describe your approach to vehicle and system maintenance and maintenance management information systems (MMIS) including staffing strategy to assure the availability of reliable, safe, clean vehicles for streetcars, buses, ferry and para-transit fleets to meet established service levels and inspection and maintenance protocols.
8. Describe your approach and staffing strategy for the implementation of an effective safety and quality control system for operations and maintenance.
9. Describe your format for the most effective reporting of system performance to the RTA Board of Commissioners to support decisions relative to financial status, operations and maintenance, and other responsibilities.
10. Describe your facility maintenance and operations plans, including the utilization of space to promote efficiency, productivity, and high employee morale.
11. Describe your approach toward receiving and responding to inquiries regarding schedules, changes in service, or additional services and customer complaints.
12. Describe your approach toward scheduling and method of operating a dispatching center.
13. Describe your approach to compliance with and implementation of the Safety Plan.
14. Please propose any innovative and creative ideas for RTA's consideration that you believe will support and enhance RTA's mission to provide safe, dependable, efficient transit services to the residents of and visitors to the greater New Orleans region, through investment in infrastructure and service, to expand access to opportunities, to build a more resilient community, and to protect the cultural, social, and economic wellbeing of our community through mobility.

4.3. Volume 3 - Financial Volume

4.3.1. Financial Submission

The proposer shall include as part of this Volume 3 submittal, a document outlining the methodology behind the proposed pricing of fixed and variable costs. Specifically in this document, the proposer will provide written rationale specifying the breakdown of the proposed Revenue Service Hour Rate prices for Bus, Streetcar, ADA Paratransit, Ferry, Bus Special Services and Streetcar Special Services. Additionally, the proposer will provide written rationale describing the build-up of the proposed Annual Service Payment prices, at minimum for the duration of the Base Contract.

The Financial Submission shall include the proposer's price for the duration of the Base Contract, Optional Extension 1 and Optional Extension 2. The proposer's Weight-Adjusted Submission Price is to be calculated in the 'Submission Price' worksheet of the Price Form in Appendix 6.

In order to complete the Price Form and be compliant with the Financial Submission, the proposer shall enter the following inputs, following instructions in Section 4.3.2 of this RFP:

- 1) Proposed Annual Service Payment prices, for each Contract Year.

- 2) A breakdown of the proposed Annual Service Payment prices by cost category, for the duration of the Base Contract.
- 3) Proposed Revenue Service Hour Rate prices for bus, streetcar, paratransit, ferry, bus special services, and streetcar special services respectively. These prices will be factored against Revenue Service Hours provided by the Authority for purposes of evaluation.
- 4) The Weight-Adjusted Submission Price will be used in the evaluation of proposals.

In submitting Volume 3, proposers acknowledge compliance to and acceptance of, without exception, all terms and conditions of Appendix 1: Draft Operations & Maintenance Agreement. While the Authority may erstwhile make modifications to the Draft Operations & Maintenance Agreement and proposers may still identify exceptions as noted in the Draft Operations & Maintenance Agreement, proposers shall not assume in their pricing that the Authority will make any such modifications or agree with those exceptions.

There is no page limit to this Volume 3. Volume 3 should be provided in a separate sealed envelope, as part of an overall package containing Volumes 1 & 2.

4.3.2. Price Form

The Proponent should complete all parts of the Price Form in accordance with the instructions outlined in this Section 4.3.2. The Price Form should be completed in USD.

- 1) Submission Price: The proposer's Weight-Adjusted Submission Price (cell E24) is equal to the Net Present Value (NPV) of the sum of Base Contract Annual Service Payments and Variable Payments, Optional Extension 1 Annual Service Payments and Variable Payments, as well as Optional Extension 2 Annual Service Payments and Variable Payments; factored against their respective weightings for purposes of evaluation. The applicable weightings for the Base Contract, Optional Extension 1 and Optional Extension 2, respectively can be found in the Parameters worksheet (E18:E20).
- 2) Sheet 1 - ASP: The proposer shall enter proposed Annual Service Payments for each Contract Year (cells F13:F21). Column A of 'Sheet 1 - ASP' splits the Annual Service Payments into monthly payments using the proposer's inputs. Escalation at the applicable rate is factored in the monthly payments in Columns B through J of 'Sheet 1 - ASP', for each Contract Year respectively. Cells G13:21 of 'Sheet 1 - ASP' calculate the NPV of the escalated Annual Service Payments for each Contract Year.
- 3) Sheet 2 - ASP Cost Form: The proposer shall enter detailed cost elements of the proposed Annual Service Payments for the duration of the Base Contract. The proposer is free to insert supplementary cost categories, in addition to the items listed in cells D26:32 of 'Sheet 2 - ASP Cost Form'. The proposer shall note that to complete the Price Form correctly, the nominal total of costs entered in 'Sheet 1 - ASP' must match in 'Sheet 2 - ASP Cost Form' for Contract Years 1 through 3. The proposer shall note that compliance with this requirement is ensured using the checks in cells G13:15 of 'Sheet 2 - ASP Cost Form'.

4) Sheet 3 - Variable Payments: The proposer shall enter the proposed Bus Revenue Service Hour Rate (cell F13), Streetcar Revenue Service Hour Rate (cell F14), ADA Paratransit Revenue Service Hour Rate (cell F15), Ferry Revenue Service Hour Rate (cell F16), Bus Special Service Revenue Service Hour Rate (cell F17) and Streetcar Special Service Revenue Service Hour Rate (cell F18). The proposer shall be provided the monthly Bus Revenue Service Hours (Column A), Streetcar Revenue Service Hours (Column F), ADA Paratransit Revenue Service Hours (Column K), Ferry Revenue Service Hours (Column P), Bus Special Service Revenue Service Hours (Column U) and Streetcar Special Service Revenue Service Hours (Column Z). Columns B, G, L, Q, V and AA of 'Sheet 3 - Variable Payments' calculate the monthly Bus Revenue Service Payment, Streetcar Revenue Service Payment, ADA Paratransit Revenue Service Payment, Ferry Revenue Service Payment, Bus Special Service Revenue Service Payment and Streetcar Revenue Service Payment. Columns C through E, H through J, M through O, R through T, W through Y and AB through AD of 'Sheet 3 - Variable Payments' automatically apply escalation for the monthly payments, across the Base Contract, Optional Extension 1 and Optional Extension 2, respectively. Cells K13:M18 of 'Sheet 3 - Variable Payments' calculate the NPV of the Revenue Service Payments for the Base Contract, Optional Extension 1 and Optional Extension 2, respectively.

5) Parameters: As shown in Cell G13 of 'Parameters', proposers will note for purposes of NPV calculation, a 4.00% Discount Rate is applied. As shown in cell G14 of 'Parameters', proposers will note the NPV Base Date is August 31, 2019. As shown in Cell G16 of 'Parameters', proposers will additionally note the Escalation Base Date is August 31, 2019. Proposers will furthermore note for evaluation purposes as shown in Cells G18:G19, that the Weight-Adjusted Submission Price is calculated based on the weighting of 60% for the Base Contract, 20% for Optional Extension 1 and 20% for Optional Extension 2. Cells G22:27 show the annual Revenue Service Hours by mode of transit, which are used in 'Sheet 3 - Variable Payments'.

5) Escalation: As shown in Cell G15 of 'Parameters', proposers will note the base Escalation Rate is 2.50%, for purposes of evaluation. The appropriate escalation factors based on Contract Year are shown in 'Escalation' and are applied elsewhere in the Price Form where relevant.

5. Evaluation and Selection Process

5.1 Evaluation Process

5.1.1. Receipt of Proposals

Each Proposal received in response to this RFP will be placed in a secure location with access limited to specific RTA staff and evaluators. Proposals will be reviewed and evaluated in accordance with this Section.

5.1.2. Evaluation Committee

The RTA will establish an Evaluation Committee with responsibility for reviewing all Proposals and conducting the reviews, evaluations, and scoring described in this Section. The Evaluation Committee will be chaired by the Contracting Officer or their designee. The Committee may, in its discretion, elect to utilize separate subcommittees to review the Technical Volume and the Financial Volume of the Proposal. In addition, the Evaluation Committee may, at its discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

5.1.3. Review of Pre-qualifications Volume

5.1.3.1. *Initial Review and Determination*

The first step in the evaluation process will be a review of the Pre-qualifications Volume of each proposer to determine if the proposer has provided the required background information, summary of qualifications, certifications and other information required in Volume 1 under section 4.1. of the RFP, and whether the proposer has the necessary capacity to perform the services and is responsible. This review will also examine Volumes 2 & 3 to determine if the proposer has provided those submittals in compliance with the requirements of this RFP and to determine if the Proposal is otherwise technically acceptable and responsive. Evaluation of the Pre-qualifications Submittal will be on a pass/fail basis. The Contracting Officer may request clarifications from proposers during this review. Each proposal that passes the Pre-qualifications review will be deemed to have satisfied the Pre-qualifications requirements and will be evaluated and scored in accordance with the following sections. Proposers will be notified of the RTA's determination on the Pre-qualifications review. Proposers are advised that the number and type of Exceptions taken by a proposer may be a basis for finding a Proposal unacceptable.

Minor informalities, irregularities, and apparent clerical mistakes or minor omissions in Volume 1, Volume 2, or Volume 3 which are unrelated to the technical qualifications content of the Proposal shall not be the basis for finding a Proposal to be non-responsive, if corrected promptly by the proposer upon receipt of notification from the RTA. The RTA reserves the right to notify a proposer of such a minor irregularity or minor omission following the initial review under this Section.

5.1.4. Evaluation of Proposals

5.1.4.1. *General Approach*

Each Proposal that is determined to meet the requirements of this RFP and pass the Pre-qualifications requirements will then be evaluated by the Evaluation Committee in accordance with the provisions of this Section. Proposals will be evaluated on the basis of the technical qualifications factors and the price. Technical qualifications will account for 70% of a proposer's total score, and price will account for 30% of the total score. For purposes of this evaluation, price will not include the proposer's price for Transition and Start-up. The RTA will make an award to the proposer whose proposal is the most highly evaluated based on factors below, including price.

The Evaluation Committee and its designees will conduct an evaluation of Volume 2 of all acceptable Proposals under the qualifications criteria set forth in this RFP. The Committee will also evaluate and score Volume 3 of all acceptable Proposals. Based on this evaluation and scoring, the Evaluation

Committee will develop a ranking of Proposals. The RTA reserves the right to select for contract award the proposer whose proposal is most highly evaluated, after evaluation of the initial Proposals as submitted, without interviews or discussions.

5.1.4.2. Technical Qualifications

The technical qualifications evaluation factors and the weight afforded to each factor are set forth below.

1. Firm Qualifications shall constitute 20% of the total score. This factor involves an evaluation of Section 4.2.1 Introduction to Firm Overview, Section 4.2.2 Project Track Record, and Section 4.2.3 Case Studies on Firm Qualifications, references, and results of interviews (if conducted).
2. Staff and Key Personnel shall constitute 20% of the total score. This factor involves an evaluation of Section 4.2.4 Team and Staffing Overview, including proposed Key Personnel, their background, the management plan, the staffing plan, references, and results of interviews (if conducted).
3. The Technical Approach shall constitute 30% of the total score. This factor involves the evaluation of Section 4.2.5 Transition Plan, Section 4.2.6 Technical Approach, all applicable Volume 1 plans and policies, and results of interviews (if conducted).

5.1.4.3. Pricing

Price Proposals shall constitute 30% of the total score. Price proposals will be evaluated based on the Weight-Adjusted Submission Price calculated using the Price Form provided in Appendix 6: Price Form. The pricing for each of the three (3) initial term years and the two (2) three (3) year Option Terms will be included in the evaluation.

Prices will be scored on a proportionate basis, with the lowest realistic total price receiving the full 30 points. Other prices will be scored using the calculated formula below:

$$\text{Proposer's score} = (\text{Lowest price/proposer's price}) * (30 \text{ points})$$

5.1.4.4. References

The Evaluation Committee may contact any of a proposer's client references or any other entity that the proposer and its staff has listed as an entity for which services were performed, to discuss the proposer's or its key staff's qualifications and past performance. The results of any such reference checks may be considered in the evaluation and scoring of proposals.

5.1.4.5. Interviews and Other Reviews

The RTA, in its discretion, may elect to conduct interviews with proposers and their proposed Key Personnel, as well as to make site visits to transit facilities or properties of past or current client references or customers. These interviews and site visits may occur during the initial evaluation process, or as part of the Best and Final Offer (BAFO) process described below, or both, at the RTA's discretion. The RTA has the right to conduct a price analysis to determine the fairness and reasonableness of a price proposed, and to conduct a price realism analysis to determine if a price proposed is unrealistically low, is inconsistent with a proposer's technical approach, or reflects a lack of understanding of the technical requirements of the RFP. In conducting such analyses, the RTA has the right to review and audit all

business records and related documents (including independent evaluations) of any proposer (including any affiliate or parent company, partner, or joint venture member). The RTA will not award a contract to a proposer if RTA determines the proposer's price is unrealistically low or unreasonably high.

5.1.4.6. Single Proposal

If only one Proposal is received in response to this RFP, the RTA may, at its discretion, negotiate a Contract with that single proposer if its Proposal meets the requirements of this RFP, and may award a Contract to that proposer if agreement can be reached on final terms and conditions and if the price proposed is found by the RTA to be fair and reasonable, and realistic. In that event, information will be requested from the proposer to enable the RTA to perform a cost/price analysis and evaluation and audit to determine if the price is fair and reasonable.

5.1.4.7. Competitive Range Determination

The RTA retains the option to award based on initial proposals. However, based on its initial evaluation and review of qualifications and price under this section, including any initial interviews conducted, the RTA will determine whether to proceed with selection and Contract award or to establish a competitive range for the Proposals. If a competitive range is established, the Contracting Officer will notify proposers in writing whether or not they are in the competitive range.

5.1.4.8. Best and Final Offers

1. If a competitive range is established, the RTA will conduct interviews with all proposers in the competitive range. Interviews may include a presentation by the proposer, followed by questions and requests for clarification by the RTA. Proposers should be prepared to fully explain and justify their Price Proposals, including the assumptions or models they used to develop costs. At the conclusion of the interview and negotiation process, proposers in the competitive range will be asked to submit BAFOs (which will include final Price Proposals). Proposers should attempt in their BAFOs to respond to and fully address all issues, concerns, deficiencies, and questions that were raised during the interview sessions and in the RTA's request for BAFOs, and to submit the most cost-effective Price Proposals feasible. The RTA expects the final price Proposal presented in a proposer's BAFO to be lower than its initial Proposal; if the BAFO price is higher, the proposer must provide a full and detailed explanation of the reasons for such higher price. RTA also reserves the right to require additional rounds of BAFOs.
2. If a competitive range is not established, the Evaluation Committee will complete its evaluation and scoring of the Proposals and determine the highest ranked Proposal, based on the criteria listed above, and will make its recommendation for contract award to the Contracting Officer.
3. Following the completion of evaluation by the Evaluation Committee and the scoring of Proposals and BAFOs if requested, in accordance with this Section, the Chairman of the Evaluation Committee will make a recommendation of the most qualified proposer based on the results of the scoring by the Evaluation Committee and will also provide a recommended ranking for each of the other proposers. That recommendation and ranking will be submitted to the RTA's Executive Director for review and submittal to the Board of Commissioners of the RTA.

5.1.4.9. Approval by Board of Commissioners

After review and consideration of the recommendation for award, the Board of Commissioners shall, if it concurs therein, approve that recommendation and authorize the Executive Director to negotiate final Contract terms and conditions.

5.2. Contract Finalization

Following approval by the RTA Board of Commissioners of the recommendation for award, the RTA will enter into contract negotiations with the highest ranked proposer. In the event negotiations are successfully concluded, the Contract will be submitted to the Chairman of the Board of Commissioners for signature. In the event the RTA is unable to finalize satisfactory agreement with the highest ranked proposer after good faith negotiations, within a reasonable period of time, and at a price determined to be fair and reasonable to the RTA, discussions with that proposer shall be formally terminated and the Proposer shall forfeit the entirety of their proposal security. The RTA may then, in its discretion, undertake discussions with the second highest ranked proposer or may cancel this procurement and reissue the RFP.

5.3. Contract Execution

Promptly following successful negotiations of the Contract, the Executive Director of the RTA will deliver execution copies of the Contract to the selected proposer. The selected proposer shall execute and deliver all such execution copies to the RTA, together with evidence of insurance and any other documents required to be provided at Contract execution, as required in the Draft Operations and Maintenance Agreement under Appendix 1.

6. Proposal Terms and Conditions

6.1 Cost of Proposal

The RTA shall not be liable for any expenses incurred by proposers in the preparation of their Proposals. Proposers shall not include any such expenses as part of their Proposals.

6.2 Price Stability

In submitting Proposals, all proposers acknowledge and agree that all prices therein shall be good and valid for one hundred eighty (180) days from the Proposal submittal deadline or BAFO submittal if applicable.

6.3 Acceptance of Proposal

Each Proposal shall be submitted with the understanding that it constitutes a binding offer to provide the services specified in this RFP, in accordance with the terms and conditions herein. Proposals are also subject to negotiation at the discretion of the RTA. Upon agreement on final terms, the parties shall promptly execute the final contract documents. The Contract shall bind the proposer to furnish and deliver at the price proposed and in accordance with conditions of the accepted Proposal, this RFP and

the Contract. If the RTA selects a proposer for contract award and the proposer does not honor its binding offer, the RTA may retain the proposer's proposal security and may pursue any other remedies permitted by law.

[6.4 Designated Contacts and Communications](#)

Contracting Officer. The designated RTA representative for questions relating to this RFP is Ms. Deslie Isidore, disidore@norta.com.

Post Award. After Contract award, the RTA will designate a Project Manager.

Communications. Communications in connection with this RFP shall be in writing and delivered via email to driveRTAforward@norta.com that must state in the subject line of the email "Questions for RTA #2019-005." Failure to follow this instruction can void the communication.

[6.5 Rejection of Proposal](#)

The RTA reserves the right to accept or reject any and all Proposals submitted in response to this RFP or refuse to enter into any contract resulting from any Proposal submitted, without expense to the RTA.

[6.6 RFP Withdrawal by RTA](#)

The RTA reserves the right to withdraw this RFP at any time without prior notice and makes no representations that any contract will be awarded to any proposer responding to this RFP. The RTA expressly reserves the right to postpone Proposal opening for its own convenience, to waive any informality or irregularity in the Proposals received, and to reject any and all Proposals received in response to this RFP without indicating any reasons for such rejection.

[6.7 Proposal Withdrawal by Proposer](#)

A proposer's authorized representative may, prior to the date and time set as the deadline for receipt of the Proposals, modify or withdraw a response in person, or by written notice, by email or facsimile (fax). If a response is modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the response. Written notices shall be received in the RTA's offices, by email or fax, no later than the date scheduled as the response receipt deadline. A modification or withdrawal received in the RTA's office by email or fax not later than 4:45 p.m. Central Daylight Time on the date responses are due shall be considered timely. Proposers shall forfeit the entirety of their proposal security if the proposal is withdrawn after the date proposals are due and before the end of the price stability timeframe laid out in section 6.2.

[6.8 Technically Unacceptable Proposals](#)

Non-responsive Proposals are not acceptable and will be rejected by the RTA. Non-responsive Proposals are defined as Proposals that do not comply with the RFP terms, conditions, and requirements.

[6.9 Evaluation of Proposal](#)

All Proposals received will be evaluated by an Evaluation Committee in accordance with the evaluation process and criteria set forth in Section 5 of this RFP.

6.10 Anti-Lobbying Clause

Prohibition on Commissioner Contacts. During the period beginning on the date of issuance of this RFP and ending on date of contract award by the RTA Board of Commissioners, no person or firm submitting a Proposal in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or firm, shall contact through any means or engage in any discussion with any member of the RTA Board of Commissioners, or his or her personal staff, regarding this RFP or the scope of services described herein. Any such contact shall be grounds for the disqualification of the proposer.

Limitation on Staff Contacts. During the period beginning on the date of issuance of this RFP and ending on the date of contract award by the RTA Board of Commissioners, no person or entity described in the paragraph above shall communicate with any RTA staff or employees regarding this RFP or the scope of services described herein, except for: (1) communications with the RTA's Contracting Officer identified above; and (2) communications that are in response to inquiries initiated by the RTA Board of Commissioners with regard to the written review and modification process described in Section 3.3, or for purposes of clarifying some element of a Proposal or response, or during interviews.

6.11 Disqualification of Proposals

Proposers may be disqualified, and Proposals may be rejected for any of (but not limited to) the following causes:

1. Failure to use the Price Proposal Forms furnished by the RTA Board of Commissioners in Appendix 6: Price Form.
2. Lack of signature by an authorized representative on the Proposal Letter.
3. Failure to properly complete the Proposal.
4. Evidence of collusion among proposers.
5. Unauthorized alteration of the Price Proposal Form.
6. Prohibited contacts with RTA Board of Commissioners, staff, or employees.

The RTA reserves the right to waive any minor informality or irregularity.

6.12 Conflict of Interest

In General. No employee, officer or agent of the RTA shall participate in the selection, or in the award or administration, of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee;
2. Any member of the employee's immediate family;
3. The employee's business partner; or
4. An organization which employs, or is about to employ, any of the above.

Gratuities. The RTA's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from proposers, Prospective Proposers, subcontractors to proposers, or other

parties to subagreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

Proposer Requirements - The RTA and its officers and employees are subject to the Louisiana Code of Governmental Ethics and proposers shall at all times act in compliance with those requirements.

RTA Employees. The RTA seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current or former RTA employees in transactions with the RTA.

1. Consistent with this concept, no current or former RTA employee may contract with, influence, advocate, advise, or consult with a third party about an RTA transaction, or assist with the preparation of Proposals submitted to the RTA while employed by the RTA or within **two** (2) years (or as may otherwise be required by the Louisiana Code of Governmental Ethics and any other applicable law or regulation) after leaving the RTA's employment if he/she was substantially involved in determining the work to be done or process to be followed while an RTA employee.
2. All proposers, vendors, or contractors who anticipate contracting with the RTA must identify, in their Proposal submission, any such current or former RTA employees involved in the preparation of their Proposal or the anticipated performance of work or services if awarded the Contract. Failure to identify former RTA employees involved in this transaction may result in the RTA denying or terminating the successful proposer's contract.

Organizational Conflict of Interest. Prior to entering into the Contract, the Contractor is required to inform the RTA of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor, or may impact the Contractor's objectivity in performing the Contract work.

[6.13 Collusion Clause](#)

General. Any evidence of agreement or collision among proposers will render the Proposals of such proposers void.

Advance Disclosures. Advance disclosures of any information to any proposer which gives that particular proposer any advantage over any other interested proposer, in advance of the opening, made or permitted by a member of the RTA Board of Commissioners or an employee or representative thereof, will operate to void all Proposals of that particular bid, solicitation, or request.

[6.14 Inconsistencies in Conditions](#)

In the event there are inconsistencies between the Draft Operation and Maintenance Agreement and other Proposal terms or conditions contained herein, the former will take precedence.

[6.15 Applicable Federal Requirements](#)

The Contractor will be required to comply with applicable Federal requirements set forth in Appendix 2.

6.16 Notice of Selection and Request following Award

Following action by the RTA Board of Commissioners selecting the successful proposer, and finalization of the Contract, the RTA Board of Commissioners will issue a Request following Award to that proposer. The Request following Award will direct the selected proposer to provide the documents required by Section 3 of the Contract.

6.17 Contract Documents

Any contract resulting from this solicitation shall incorporate the terms and conditions included in this RFP, all appendices, attachments, and references, any addenda to the RFP, and the successful Proposal.

6.18 Protest Procedures

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

6.18.1. Protest Procedures

The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted. Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Contracting Officer. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least fifteen (15) calendar days prior to the due date for Proposals. A protest with regard to contract award shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Contracting Officer shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Contracting Officer or his or her designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the Executive Director of the RTA.

In the event of a timely protest under these procedures, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Contracting Officer makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The Executive Director of the RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Contracting Officer or his or her designee.

The aggrieved person must file an appeal within seven (7) calendar days of receipt of a decision from the Contracting Officer.

On any appeal of the decision of the Contracting Officer, the Executive Director of the RTA shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the Contracting Officer or his designee shall not be final or conclusive.

A copy of the Executive Director of the RTA decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening. The decision of the Executive Director of the RTA shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The RTA reserves the right to designate any person(s) other than the Executive Director of the RTA or the Contracting Officer to perform the duties provided for in this Paragraph.

Any appeal to FTA under these protest procedures will be made pursuant to FTA Circular 4220.1F, as amended.

All protests must be addressed as follows:

- Attention: Contracting Officer – Deslie Isidore
- Special delivery or hand delivery to: 2817 Canal Street, New Orleans, LA. 70119
- U.S. Mail: Same as above.

Protests not properly addressed to the address shown above may not be considered by the RTA.

6.18.2 Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. The Pre-Proposal protests must be received by the RTA's office no later than fifteen (15) calendar days prior to the due date for proposals. Protests will be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the due date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor. If the protest is sustained, the Proposal due date may be postponed, and an addendum issued to the solicitation documents or, at the sole discretion of the RTA, the solicitation may be canceled. If the protest is denied, Proposals will be received and opened on the scheduled date unless a protest is filed with FTA. See "FTA Review," below.

6.18.3 Protests on the Recommended Award

All proposers will be notified of the recommended award. This notice will be transmitted to each proposer at the address contained in its Proposal form in a manner that provides verification of receipt. Any proposer whose Proposal has not lapsed may protest the recommended award on any ground not

specified in “Pre-Proposal Protests,” above. A full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the RTA at the appropriate address in “Address,” above, no later than seven (7) calendar days after the date of award of the contract. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

6.18.4 FTA Review

After such administrative remedies have been exhausted, an Interested Party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation pursuant to the procedures provided in the FTA C4220.1F or its successor. FTA review is limited to the alleged failure of the RTA to have written protest procedures, the alleged failure of the RTA to follow those procedures, the alleged failure of the RTA to review a protest or the alleged violation of federal law or regulation.

6.19 Public Records and Redaction

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) apply. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer. Proposers will be given the opportunity to request redactions prior to public release. Proposers should refer to the Louisiana Public Records Act for further clarification.